Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

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☐ *Individual appearing without attorney*
☒ *Attorney for:* Modern Alloys, Inc. and MAFAB, Inc.

FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

MODERN ALLOYS, Inc., a California corporation;
MAFAB, Inc., a California corporation;
RONALD B. GREY, an individual,

Debtor(s).

CASE NO.: 8:13-bk-11637-CB

CHAPTER: 11

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 07/24/2015	**Time:** 8:00 am
Location: 765 West Rider Street. Perris, California 92571	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 07/01/2015

Description of property to be sold:
See attached Exhibit 1 and attachments

Terms and conditions of sale:
See attached Exhibit 1

Proposed sale price: TBD

Overbid procedure (*if any*):

Auction

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Stipulation by and between Debtor and lienholder Commercial Bank of California agreeing to Sale pursuant to 11 U.S.C. Section 363(b)(1) and (f).

Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):

See Exhibit 1.

Date: 06/26/2015

Exhibit 1

RITCHIE BROS. Auctioneers

Ritchie Bros. Auctioneers (America) Inc.
4000 Pine Lake Road, Lincoln, NE USA 68516
402.421.3631 / rbauction.com

THIS CONTRACT TO AUCTION IS DATED AS OF June 8,, 2015

CONTRACT TO AUCTION

1. The undersigned ("Owner") instructs Ritchie Bros. Auctioneers (America) Inc. ("Auctioneer") to sell, as its agent, the items set out in Section 6(h) below together with any additional items delivered to the site of the auction by Owner (the "Equipment") at an unreserved public auction to be held at Perris, Ca. on or about July 24, 20 15 or at such other place or date as Auctioneer may, at its sole discretion deem appropriate.
2. Owner, Guarantor and Auctioneer agree that the terms and conditions of this Contract to Auction shall be those set out hereafter and by executing this Contract, Owner and Guarantor extend to Auctioneer the representations and warranties herein.
3. Owner shall deliver the Equipment, at Owner's cost, to the auction site (Perris, Ca.) on or before the 10 day of July, 20 15 :
   (a) in good operating condition, free of material defects except as disclosed to Auctioneer, with adequate fuel and batteries and starting at the key;
   (b) free of hazardous materials other than normal operating fuels, oils, and lubricants;
   (c) in a condition equivalent to or better than its condition when and if last viewed by Auctioneer's representative; and
   (d) in compliance with all applicable environmental and/or safety rules and regulations.
4. Owner authorizes Auctioneer to supply such glass and parts and to carry out such welding, cleaning, sandblasting, painting and other refurbishing and incur expense for the moving, hauling and storage of the Equipment as Auctioneer at its sole discretion determines and all costs incurred plus a surcharge equal to 10% of such amount shall be at the expense of and paid by Owner, provided however, that the liability of Owner pursuant to this paragraph shall not exceed the sum of Fourteen Thousand Seven Hundred and no/100 dollars ($ 14,700.00).
5. Owner authorizes Auctioneer to supply fuel, batteries and tire repair as Auctioneer determines necessary for the demonstration and sale of the Equipment and all costs incurred shall be at the expense of and paid by Owner.
6. Owner represents and warrants:
   (a) the Equipment is, and on the date of the auction will be, owned by Owner free and clear of any and all registered and unregistered liens, security interests, tax or duty obligations or other encumbrances or contrary claims whatsoever, except as set out in Section 6(h) below;
   (b) the Equipment is in good operating condition, free of material defects, except as disclosed to Auctioneer;
   (c) Owner is solvent and has not made, nor is it aware of, any assignment, proposal or other proceeding for the benefit of its creditors;
   (d) the description of the Equipment is accurately set forth in Section 6(h) below, and in the case of all motor vehicle Equipment, such Equipment has never been re-built, salvaged or gildered except as disclosed to Auctioneer;
   (e) all odometer and hour meters on the Equipment reflect actual mileage or usage unless otherwise disclosed to Auctioneer in Section 6(h) below;
   (f) the offering for sale, advertising or selling of the Equipment will not contravene or infringe upon any patent, copyright, trademark, agreement or similar right of any third party;
   (g) Owner and its signatories are duly authorized to enter into this Contract; and
   (h) complete and accurate description of the Equipment and any encumbrances and liens thereon or contrary interests therein are as follows:

#	Item description Year, Manufacturer, Model, Serial Number, Description	Encumbrance holder (If none, state 'nil')	Amount owing on encumbrance
	See Attached Schedule A		

7. Owner agrees to pay Auctioneer an auction commission based on the gross sale price of the Equipment or any part thereof as follows:
   (a) for any lot realizing more than $2,500, 12%
   (b) for any lot realizing $2,500 or less but with a minimum $100 fee per lot, 25%; and
   (c) a $65 document administration fee for each item of Equipment requiring title or registration documents.

   Owner initials [ ]
   Auctioneer initials [ ]
8. Owner authorizes Auctioneer to:
   (a) carry out title searches in respect of the Equipment at the expense of Owner, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search; and
   (b) contact creditors to determine amounts claimed against the Equipment.
9. Auctioneer shall carry out the auction in accordance with its usual procedures, and in particular may group various parts of the Equipment into such lots as it sees fit.
10. Auctioneer is constituted as an agent only of Owner and not a principal in the sale of the Equipment.
11. Neither Owner, nor any person, or corporation affiliated with, acting as agent for, or for the benefit of Owner shall bid on the Equipment at the auction; in the event Owner is in violation of this provision, the Equipment shall be deemed not sold, the provisions of Section 18 shall apply and in addition to any other remedies hereunder Owner shall pay to Auctioneer as commission upon resale, an amount equal to twenty percent (20%) of the bid price.
12. Owner shall deliver to Auctioneer ten (10) days prior to the date of the auction: all documents evidencing Owner's title to the Equipment, all documents required to transfer title to the Equipment to any purchaser, properly endorsed and, where ownership of the Equipment or any part thereof is capable of, or required to be, registered, all properly endorsed documents necessary to permit purchaser to register ownership. Owner acknowledges that without such documents the sale price of the Equipment is expected to be less than that obtained if the documents were provided. Should Auctioneer be required to purchase titles on Owner's behalf, Auctioneer shall be entitled to interest on advanced amounts at a rate of US Bank prime plus 2%. Owner nominates and appoints Auctioneer its true and lawful Attorney to sign, execute and deliver on its behalf all documents required to transfer title and permit registration of ownership of the Equipment by purchaser thereof in the event that such documents have not been delivered as required.
13. The Equipment shall remain at the sole risk of Owner until the happening of the events hereinafter described. Owner shall:
   (a) be responsible for any loss or damage to the Equipment, other than loss or damage resulting solely from the negligence of Auctioneer or its employees, until the earliest of (i) the removal of the Equipment from the auction site by the purchaser, or (ii) receipt by Owner of all proceeds from the sale of the Equipment; and
   (b) insure the Equipment to its full insurable value against all perils so that in the event of damage to or destruction of the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction and payment made to Auctioneer forthwith for (i) commission, based on the fair market value as determined by Auctioneer of the damaged or destroyed Equipment immediately prior to such damage or destruction, (ii) repayment of all cash advances, if any, made by Auctioneer to or on behalf of Owner together with interest thereon, and (iii) reimbursement of all out-of-pocket costs for refurbishing or repairs done by Auctioneer prior to the damage or destruction.
14. (a) Auctioneer may make payments on account of any registered or unregistered charges, liens, taxes or other interests claimed by any person or authority in respect of the Equipment, whether or not disclosed, in order to clear title to the Equipment, and
   (b) Owner shall indemnify and save harmless Auctioneer and any purchasers of the Equipment against any and all loss, costs (including attorney's fees) or damages occasioned by such claims.
15. Owner shall not withdraw the Equipment or any part thereof from the auction sale. If Owner is in breach of this provision, in addition to other damages which may be assessed, Owner shall pay to Auctioneer all amounts Auctioneer would otherwise be entitled to pursuant to Section 23 below, based upon the fair market value of the withdrawn Equipment (as determined by Auctioneer). If such breach occurs within 40 days of the auction it may damage Auctioneer's business reputation and customer relations and Auctioneer will not be made whole by monetary recompense. In such event Auctioneer may, at its sole option, apply for an order for specific performance and Owner waives all rights to object to such an application.
16. Owner authorizes Auctioneer to operate the Equipment for purpose of demonstrating it at the auction.

Owner's Initials [ ]

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17. Owner shall defend, indemnify and save Auctioneer, its parents, subsidiaries and affiliates, and each of their officers, directors, shareholders, employees and agents, harmless against any and all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever arising from:
    (a) any breach of the representations, warranties or covenants set out herein;
    (b) hazardous materials associated with the Equipment or contamination resulting from any leakage, spills, or malfunction of the Equipment;
    (c) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any purchaser thereof;
    (d) any deficiency in compliance with EPA rules or regulations;
    (e) any negligence, unlawful act, or willful misconduct of Owner in connection with this Contract; and
    (f) any infringement of a patent, copyright, trademark, agreement or similar right of any third party caused by the offering for sale, advertising or sale of any part of the Equipment.
18. Auctioneer may, if it deems necessary, re-auction any part of the Equipment not sold or not paid for at the auction and Owner hereby acknowledges that no monies shall be payable by Auctioneer in respect of any part of the Equipment until such part of the Equipment has been paid for in full by the purchaser thereof.
19. The auction will be without reserve, the Equipment will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of the Equipment.
20. Owner will comply with all laws relating to the sale of the Equipment.
21. Auctioneer shall have a lien and charge upon the Equipment and shall be entitled, in addition to all its rights under law, to seize and retain possession of the Equipment as security for, and/or sell the Equipment to recover, all sums owing to Auctioneer hereunder. Auctioneer shall have the right, at its sole option, to register such lien under any personal property security or other laws as may be in effect.
22. Auctioneer may, at its sole discretion, in conjunction with the unreserved public auction, offer certain lots to registered bidders using its proprietary online bidding service, or through its silent "timed auction lot" system; however Auctioneer shall not be liable for any claims or costs arising from its decision to utilize such technologies or from its failure to do so.
23. Owner irrevocably assigns to Auctioneer all amounts due pursuant to this Contract and Auctioneer shall apply all amounts collected from the sale of the Equipment as follows:
    (a) as payment to, and reimbursement of, Auctioneer for those amounts allowed by this Contract;
    (b) for payments to lien holders and others as allowed by Section 14 above;
    (c) as payment to Auctioneer for outstanding amounts otherwise due and owing to Auctioneer, as a right of set-off, in connection with any purchases, deficiencies or services rendered by Auctioneer; and
    (d) balance, if any, will be sent to Owner, on or before the twenty-first (21st) day following the auction.
24. Auctioneer shall have the right, at its discretion, to:
    (a) withdraw from this Contract and its obligations hereunder shall be unenforceable by Owner; or
    (b) rescind the sale of the Equipment to a purchaser in whole or in part if there is insufficient equity in the Equipment to pay those amounts allowed by this Contract or Owner is in breach of any of its representations and warranties hereunder; however, notwithstanding the foregoing, in the event the Equipment is sold, Owner shall pay to Auctioneer any deficiency arising in the event gross proceeds collected from the sale of the Equipment are insufficient to allow payment of those amounts.
25. Should Auctioneer be required to participate in any action to either enforce the terms of this Contract or as a result of other activities of Owner, Auctioneer shall be entitled to recover all its costs including lawyer's fees.
26. Owner authorizes Auctioneer to use Owner's name, trademark or logo in advertising the auction.
27. Owner acknowledges that Auctioneer may charge purchasers an administrative fee based on the selling price of each lot.
28. This Contract, which may be amended only in writing, constitutes the entire agreement and takes the place of prior contracts or understandings between the parties and inures to the benefit of and is binding upon their heirs, executors, administrators, successors and assigns.
29. This Contract is subject to and governed by the laws of the State of Washington. Any disputes arising from or relating to this Contract shall be resolved in a court of competent jurisdiction in: (a) any jurisdiction in which either Owner or Guarantor has a place of business, assets, or agent for service of process; or (b) King County, Washington. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts or to a trial by jury in any dispute arising from or relating to this Contract.
30. Information provided in this Contract shall be retained by Auctioneer in accordance with its formal Privacy Statement, available at www.rbauction.com.
31. This Contract may be executed by fax, PDF, or other electronic transmission and in counterpart, each of which when taken together shall be deemed to constitute an original and form part of the same document, and, upon acceptance by Auctioneer, be considered binding on both parties.
32. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any term of this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage property, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities or electronic failures and Internet service provider disruptions.
33. Where there is more than one Owner under this Contract, any and all liabilities, obligations, covenants and duties set out herein shall be joint and several in nature.
34. Any legal notice given hereunder shall be delivered by prepaid registered mail to the parties hereto at the address set out herein.
35. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.
36. In consideration of Auctioneer agreeing to enter into this Contract, the undersigned Guarantor guarantees and agrees with Auctioneer to duly pay any monies which may become due by Owner to Auctioneer, to be bound by and duly perform and observe, punctually, each and every provision of this Contract; provided, however, that the liability of Guarantor shall not be affected by any extension of time, indulgence or any act whatsoever of Auctioneer done either with or without notice to Guarantor.

Owner Name	Modern Alloys					
Owner Address	Street	11172 Western Ave	City	Stanton		
	State/Province	CA	Country	USA	Zip	90680-2911
Authorized Person	Ronald Grey		Title	President		
Telephone	714-893-0551		Fax	714-895-9924		
E-mail	ron@modernalloys.com		Customer #	9107227		
Signature			Date Signed			

Guarantor Name			
Guarantor Address		Telephone	
Signature		Date Signed	

Ritchie Bros. Auctioneers (America) Inc.			
Name	Tim Byrne	Title	Territory Manager
Signature	Tim Byrne	Date Signed	June 9, 2015

Owner's Initials

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51. Schedule A - MASTER Page 1

MODERN ALLOYS

1 125
2008 FORD F250 XLT SUPER DUTY PICKUP
s/n 1FTSX20518EB21498
C/W: 5.4 litre, V8, A/T
Tires/ U/C: 50%
Condition: Fair
Owner To: transport to sale site, make operational

2 120
2003 FORD F150 CREW CAB CAB 4X4 PICKUP
s/n 2FTRX18L83CA26480
C/W: 5.4 litre, V8, A/T
Miles: 428,039
Tires/ U/C: 50
Condition: Good
Owner To: transport to salesite

3 115
2003 FORD EXPLORER XLT SPORT UTILITY VEHICLE
s/n 1FMZU63W73ZB89107
C/W: 4.6 litre, V6,, A/T
Tires/ U/C: 60%
Condition: Good
Owner To: transport to sale site, make operational

4 215
1991 CHEVROLET TOPKICK S/A FLATBED DUMP TRUCK
s/n 1GDJ7H1P5MJ500810
C/W: 6.0 litre, V8, 5x2, spring susp, 14 ft bed
Miles: 295,404
Tires/ U/C: Fr- 70% R- 20%
Condition: Fair
Owner To: transport to salesite, make operational

5 219
2001 FORD F650 S/A FLATBED DUMP TRUCK
s/n 3FDNF65821MA15986
C/W: Cummins 5.9 litre, 6 cyl diesel, A/T, dbl frame, spring susp, 8500 lb frt, 17500 lb rears, PTO, 14 ft bed
Miles: 234,776
Tires/ U/C: 70%
Condition: Good
Owner To: transport to salesite, repair parking brake

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6 158
2001 FORD F550 XL SUPER DUTY CREW CAB UTILITY TRUCK
s/n 1FDAW56S41EA68567
C/W: 6.8 litre, V10, A/T, spring susp, 10 ft bed, ingersoll Rand T30 air compressor w/Honda GX340 11 hp
Miles: 277,230
Tires/ U/C: 30
Condition: Good
Owner To: transport to salesite

7 157
1999 FORD F550 XL SUPER DUTY S/A FLATBED TRUCK
s/n 1FDAF56F9XEC84913
C/W: 7.3 litre, V8 diesel, A/T, spring susp, 6000 lb frt, 13500 lb rears, 12 ft bed, Fascon roof mtd arrow board
Miles: 270,321
Condition: Good
Owner To: transport to salesite, make operational

8 193
1999 FORD F450 XL SUPER DUTY S/A FLATBED TRUCK
s/n 1FDXF46S7XEE90538
C/W: 6.8 litre, V10, A/T, spring susp, 5600 lb frt, 11000 lb rears, 12 ft bed, Wanco roof mtd arrow board
Miles: 270,173
Tires/ U/C: 30%
Condition: Good
Owner To: transport to salesite

9 191
2003 FORD F350 XL SUPER DUTY DUALLY FLATBED TRUCK
s/n 1FDWF36F03EB03346
C/W: 7.3 litre, V8 diesel, A/T, spring susp, 4550 lb frt, 9750 lb rears, 12 ft 6 in. bed, Knapheide 12 ft 6 in bed, National roof mtd arrow board
Miles: 345,030
Tires/ U/C: 70% 1@ 20%
Condition: Good
Owner To: transport to salesite

10 132
2002 FORD F550 XL SUPER DUTY FLATBED TRUCK
s/n 1FDAF56F12ED14687
C/W: 5.4 litre, V8, A/T, spring susp, 12 ft bed, Custombuilt crane, Ingersoll Rand T30 air compressor w/Honda GX390 13 hp
Tires/ U/C: 50
Condition: Fair
Owner To: transport to salesite, make operational

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11 192
2006 FREIGHTLINER M2-106 S/A ATTENTUATOR FLATBED TRUCK
s/n 1FVACWDC56HY64955
C/W: Caterpillar C7 Acert, 210 hp, Allison 2200HS A/T, spring susp, 10000 lb frt, RS19-144 19000 lb rears, Royal 14 ft bed, Scorpion traffic device
Tires/ U/C: 60%
Owner To: transport to sale site, make operational

12 160
1999 FORD F800 S/A FLATBED TRUCK
s/n 3FEXF8016XMA11748
C/W: Cummins ISB215 5.9 litre, 6 cyl diesel, 6 spd, spring susp, 12000 lb frt, 21000 lb rears, 18 ft bed
Miles: 152,594
Tires/ U/C: 10%-60%
Condition: Fair
Owner To: transport to salesite, make operational

13 213
1997 GMC C6500 S/A FLATBED DUMP TRUCK
s/n 1GDJ7H1M8VJ516717
C/W: 7.0 litre, V8, 6 spd, PTO, 14 ft bed, 8100 lb frt, 17850 lb rears
Miles: 194,886
Tires/ U/C: 0%-70%
Condition: Fair
Owner To: transport to sale site, make operational

14 217
1991 GMC TOPKICK S/A FLATBED TRUCK
s/n 1GDK7H1P8MJ519047
C/W: 6.0 litre, V8, A/T, spring susp, 14 ft bed, 7000 lb frt, 19000 lb rears
Miles: 144,757
Tires/ U/C: 40%
Condition: Poor
Owner To: transport to sale site

15 180
2001 STERLING ACTERRA S/A FLATBED TRUCK
s/n 2FZAAKAK91AF76176
C/W: Caterpillar 3126, 250 hp, Autoshift, spring susp, 12000 lb frt, 21000 lb rears, 22 ft bed, Allen 22 ft bed
Miles: 130,712
Tires/ U/C: 40%
Condition: Good
Owner To: transport to salesite

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16 119
2000 CHEVROLET 3500 CAB & CHASSIS
s/n 1GBGC34RXYF477631
C/W: 5.7 litre, V8, A/T, spring susp
Miles: 222,255
Tires/ U/C: 50
Condition: Good
Owner To: transport to salesite

17 182
2001 MACK CV513 GRANITE 8X6 DUMP TRUCK (TRI/A)
s/n 1M2AG026X1M001055
C/W: E7-355/380, eng brake, Maxitorque T2110B 10 spd, air lift 3rd axle, Hendrickson RB over WB susp, 20000 lb frt, 39000 lb rears, 222 in. WB, alum wheels, 2000 Superior 17 ft box, plumbed for pup, Roll-Rite elec tarp
Miles: 252,649
Tires/ U/C: 80
Condition: Good
Owner To: transport to salesite

18 181
1999 STERLING L9513 T/A DUMP TRUCK (T/A)
s/n 2FZXKMDB5XAA49405
C/W: Cummins M11-400E+, eng brake, Eaton Fuller 8LL, dbl frame, Hendrickson RB over WB susp, 18000 lb frt, 40000 lb rears, 210 in. WB, PTO, Henderson HD16X36 16 ft box, plumbed for pup, electric tarp
Miles: 93,847
Tires/ U/C: 75%
Condition: Good
Owner To: transport to salesite

19 370
1987 FORD F800 2,000 GALLON S/A WATER TRUCK
s/n 1FDXF82K2HVA51584
C/W: 7.0 litre, V8, 5x2, spring susp, 150 in. WB, Berkeley 3 in. pump, frt & rear & side spray
Miles: 26,075
Tires/ U/C: 60
Condition: Good
Owner To: transport to sale site, make fully operational

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20 131
2002 FORD F550 XL SUPER DUTY FLATBED FUEL & LUBE TRUCK
s/n 1FDAF56F22ED40540
C/W: 7.3 litre, V8 diesel, A/T, dbl frame, spring susp, 6000 lb frt, 13500 lb rears, 12 ft bed, 500 gallons fuel tank, waste oil recovery sys w/100 gallon tank, Ingersoll-Rand SS335.5GH-WB 13.8 cfm air comp w/Honda GX100 3 hp
Miles: 292,296
Tires/ U/C: Fr- 60% R- 20%
Condition: Good
Owner To: transport to salesite, replace inside dually wheels

21 E367
1984 FORD LN800 S/A W/NATIONAL 656A 12.5 TON BOOM TRUCK
s/n 1FDXF80K7EVA34388
C/W: 7.5 litre, V8, 5x2, spring susp, PTO, 16 ft bed, 3 sec 22 ft - 56 ft ctr mtd boom
Miles: 88,632
Tires/ U/C: 80%
Condition: Poor
Owner To: transport to sale site

22 349
1999 FREIGHTLINER FL70 S/A W/LITTLE TEX 400 AUGER DRILL TRUCK
s/n 1FV6HLBA8XHA11292
C/W: Cummins ISC250, 6 spd, spring susp, 12000 lb frt, 21000 lb rears, 288 in. WB, Little Tex 400 auger c/w Ford 4 cyl, 24 ft dig depth, remote drive, hyd stabilizers, 250 gal water tank
Miles: 203,118
Tires/ U/C: 80
Condition: Good

23 544
1989 JOHN DEERE 710C LOADER BACKHOE
s/n T0710CD757968
C/W: bkt, canopy, extendahoe w/Q/C bkt
Hours: 7,810
Tires/ U/C: 20%
Condition: Good
Owner To: transport to salesite

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28 732
1999 MILLER M8100 CRAWLER CONCRETE CURB & GUTTER MACHINE
s/n M8100304LR
C/W: John Deere 6 cyl diesel, grade & slope ctrls, 4 track hydrostatic driven
Hours: 3,436
Tires/ U/C: 50%
Condition: Good

29 E365
1982 TEXOMA REEDRILL 700 II CASSION FOUNDATION DRILL TRUCK
s/n 1007192
C/W: Detroit 4-53, 4 cyl diesel, 23 ft mast, hyd leveling, 4 hyd stabilizers, 500 gallon water tank, mtd on 1982 CCC 6x4, s/n 1CYDCC285CT032576, Caterpillar 3208, V8 diesel, 210 hp, Eaton Fuller 10 spd, WB susp, 17000 lb frt, 44000 lb rears, 202 in. WB
Hours: 4,221
Tires/ U/C: 70%
Condition: Good
Owner To: transport to salesite

30 621
1994 AMIDA ODLSB25 SOLAR PORTABLE ARROW BOARD
s/n 940825589
C/W: S/A trailer
Tires/ U/C: 80%
Condition: Good
Owner To: transport to salesite

31 639
2010 NATIONAL SIGNAL SUNRAY SR345 SOLAR PORTABLE MESSAGE SIGN BOARD
s/n 1N9MA141XAF272156
C/W: S/A trailer
Tires/ U/C: 50%
Condition: Fair
Owner To: transport to salesite

32 640
2010 NATIONAL SIGNAL SUNRAY SR345 SOLAR PORTABLE MESSAGE SIGN BOARD
s/n 1N9MA1411AF272157
C/W: S/A trailer
Tires/ U/C: 50%
Condition: Fair
Owner To: transport to salesite

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33 634
2008 NATIONAL SIGNAL SUNRAY SR345 SOLAR PORTABLE MESSAGE SIGN BOARD
s/n OBL
C/W: S/A trailer, s/n OBL
Tires/ U/C: 50%
Condition: Good
Owner To: transport to salesite

34 635
2008 NATIONAL SUNRAY SR345 SOLAR PORTABLE MESSAGE SIGN BOARD
s/n V1822
C/W: S/A trailer, s/n 1N9MB14188S272803
Tires/ U/C: 50%
Condition: Good
Owner To: transport to salesite

35 647
2009 PRECISION SOLAR SMC1000ST SOLAR PORTABLE MESSAGE SIGN BOARD
s/n ST09-9105
C/W: S/A trailer, s/n OBL
Tires/ U/C: 50%
Condition: Fair
Owner To: transport to salesite

36 643
2008 WANCO WTSP SOLAR PORTABLE ARROW BOARD
s/n 5F11S101681000005
C/W: S/A trailer
Condition: Not Viewed
Owner To: transport to salesite

37 644
2008 WANCO WTSP SOLAR PORTABLE ARROW BOARD
s/n 5F11S101781000014
C/W: S/A trailer
Tires/ U/C: 50%
Condition: Good
Owner To: transport to salesite

38 638
2007 WANCO WTSP55LSAC-01 SOLAR PORTABLE ARROW BOARD
s/n 5F11S101271001280
C/W: S/A trailer
Tires/ U/C: 1@ 70% 1@ 10%
Condition: Good
Owner To: transport to salesite

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39 637
2006 WANCO WTSP SOLAR PORTABLE ARROW BOARD
s/n 5F11S101561004706
C/W: S/A trailer
Tires/ U/C: 50%
Condition: Good
Owner To: transport to salesite

40 636
2006 WANCO WTSP SOLAR PORTABLE ARROW BOARD
s/n 5F11S101261004226
C/W: S/A trailer
Tires/ U/C: 80%
Condition: Poor
Owner To: transport to salesite

41 626
WANCO WTSP SOLAR PORTABLE ARROW BOARD
s/n OBL
C/W: S/A trailer
Condition: Not Viewed
Owner To: transport to salesite

42 646
2008 WANCO WTSP-08 SOLAR PORTABLE ARROW BOARD
s/n 5F11S101X81003456
C/W: S/A trailer
Tires/ U/C: 70%
Condition: Poor
Owner To: transport to salesite

43 645
2008 WANCO WTSP55-LSAC SOLAR PORTABLE ARROW BOARD
s/n 5F11S101881002029
C/W: S/A trailer
Tires/ U/C: 70%
Condition: Fair
Owner To: transport to salesite

44 534
1978 COZAD 40 TON T/A LOWBOY
s/n CC70040
C/W: WB susp, detach neck, 8 ft neck, 21 ft x 8 ft deck, beavertail
Tires/ U/C: 80%
Condition: Fair
Owner To: transport to salesite, replace 4 missing wheels

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45 532
1979 SWENSON 25 FT X 8 FT 6 IN. T/A GOOSENECK EQUIPMENT TRAILER
s/n 552
C/W: WB susp, 5 ft beavertail w/fold down ramps
Tires/ U/C: 70
Condition: Good
Owner To: transport to salesite

46 147
1999 FORD F250 SUPER DUTY PICKUP PARTS OR STATIONARY- TRANSPORTATION
s/n 3FTNF20F8YMA47712
C/W: V8 diesel, A/T
Tires/ U/C: 0%-30%
Condition: Poor
Owner To: Transport to sale site

47 135
2005 FORD F550 XL SUPER DUTY FLATBED TRUCK PARTS OR STATIONARY-TRANSPORTATION
s/n 1FDAF56P05EB65671
C/W: 8.1 litre, V8 diesel, A/T, spring susp, Scelezi 13 ft bed
Tires/ U/C: 50%
Condition: Poor
Owner To: transport to sale site

48 220
2005 FORD F650 XL SUPER DUTY S/A FLATBED TRUCK PARTS OR STATIONARY-TRANSPORTATION
s/n 3FRNF65N05V109930
C/W: Caterpillar 3126, 6 cyl diesel, 6 spd, spring susp, 8500 lb frt, 17500 lb rears, 24 ft flatbed
Miles: 184,665
Tires/ U/C: 70%
Condition: Poor
Owner To: transport to salesite

49 168
2001 FORD F650 XLT SUPER DUTY S/A FLATBED TRUCK PARTS OR STATIONARY-TRANSPORTATION
s/n 3FDNF65291MA43151
C/W: Caterpillar 3126, 6 cyl diesel, A/T, spring susp, 8500 lb frt, 17500 lb rears, 16 ft flatbed
Miles: 116,661
Tires/ U/C: 30%
Condition: Poor
Owner To: transport to salesite

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MODERN ALLOYS

50 163
2001 FORD F650 S/A FLATBED DUMP PARTS OR STATIONARY- TRANSPORTATION
s/n 3FDNF65241MA13426
C/W: spring susp, 8500 lb frt, 17500 lb rears, Allen 16 ft flatbed dump, no engine, no transmission, attenuator not included
Miles: 276,221
Tires/ U/C: 10%-70%
Condition: Poor
Owner To: transport to salesite

51 218
1994 GMC TOPKICK S/A FLATBED DUMP TRUCK PARTS OR STATIONARY-TRANSPORTATION
s/n 1GOJ7H1PORJ509406
C/W: 6.0 litre, V8, 5 spd, spring susp, 14 ft bed
Miles: 266,202
Tires/ U/C: 0%
Condition: Poor
Owner To: transport to sale site

52 167
2008 STERLING BULLET S/A UTIITLY TRUCK PARTS OR STATIONARY-TRANSPORTATION
s/n 3F6WJ76A68G350224
C/W: Cummins QSB6.7 litre, A/T, spring susp, 12 ft bed
Tires/ U/C: 50%
Condition: Poor
Owner To: transport to sale site

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RITCHIE BROS.
EQUIPMENT ONE

AssetNation, Inc.
1001 McKinney, Suite 1700
Houston TX 77002
Tel: 855-723-7781

Asset Disposition Services Agreement

1. THIS ASSET DISPOSITION SERVICES AGREEMENT ("Agreement") dated as of June 8, 20 15 ("Effective Date") is between ASSETNATION, INC., an affiliate of RITCHIE BROS. AUCTIONEERS (AMERICA) INC., on behalf of itself and its parent, subsidiaries and affiliates (collectively referred to as "EquipmentOne"), and Modern Alloys, acting for itself and its subsidiaries and affiliates (collectively, "Client").
2. Subject to the terms and conditions of this Agreement, and EquipmentOne's User Agreement and Website Rules set forth on EquipmentOne's Website at www.equipmentone.com as they may be amended from time to time, EquipmentOne will assist Client in selling the assets described in Schedule "A" attached hereto in accordance with this Section 2 (collectively, the "Items"), through the use of one or more of the following venues (collectively, "Sales Events"):
   a. online marketplaces ("Online Sales Event") conducted at www.equipmentone.com or at any of EquipmentOne's other marketplace websites accessible through its central website located at www.assetnation.com;
   b. negotiated sales; or
   c. sealed offers.
3. EquipmentOne will advise Client regarding the most suitable Sales Event for any particular Items. For any Sales Event for specified Items, EquipmentOne and Client will agree in advance on the specific services to be performed by EquipmentOne, which may include the following (collectively, the "Services"):
   a. collecting written descriptions, photographs and other information regarding the Items;
   b. providing market valuation for the Items;
   c. preparing the listing terms of the Items for online Sales Events or the flyers and advertisements for other types of Sales Events;
   d. placing advertisements for the Items in appropriate media;
   e. researching, identifying and recruiting potential buyers prior to a Sales Event;
   f. soliciting bids for the Items during the Sales Event; and
   g. collecting the proceeds from the sale of the Items and remitting them to Client.

   If any Addendums are attached to this Agreement, such Addendums may describe additional services applicable to Client, and any special terms and conditions applicable thereto.
4. Client acknowledges that all Online Sales Events shall be conducted by EquipmentOne in accordance with its standard procedures as described in the Website Rules set forth on EquipmentOne's Website at www.equipmentone.com, as they may be amended from time to time and Client authorizes EquipmentOne to establish a user account on behalf of Client.
5. Client represents and warrants that (i) Client has the legal right to sell the Items; and (ii) the Items are free and clear of all liens, claims, restrictions or other encumbrances.
6. From the date that specified Items have been identified by Client for sale pursuant to a Sales Event, until after the close of the applicable Sales Event (the "Exclusivity Period"), EquipmentOne shall have the exclusive right to sell such Items. If during the Exclusivity Period the Client sells any such Items through any means other than a Sales Event, Client agrees to pay EquipmentOne the fees set forth in Section 6 as if such Items were sold through a Sales Event. If during the Exclusivity Period the Client removes an Item from a Sales Event for any other reason, Client agrees to pay EquipmentOne for all hours expended by Company personnel in rendering Services in connection with the removed Items at EquipmentOne's standard hourly rate normally charged for such Services, and may be subject to the Seller Default Penalty Fee set forth in the Website Rules of EquipmentOne Website, as if such Item had been sold through a completed Sales Event.
7. In exchange for the Services, Client agrees to pay EquipmentOne a "Commission Fee" for each of the Items sold in a Sales Event, which shall be equal to five and one-half percent (5½ %) multiplied by the gross sales price of the Items. EquipmentOne reserves the right to charge any buyer of an Item a commission, which shall not offset any portion of the Commission Fee due from Client. Any additional expense not covered in the Commission Fee must be agreed to in writing by Client prior to incurring the expense.
8. This Agreement, together with any documents incorporated by reference herein, as well as EquipmentOne's User Agreement and Website Rules constitutes the entire agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may only be amended by an instrument in writing executed by both parties hereto.
9. This Agreement and any claims, whether in contract, tort or otherwise, arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law. The parties agree that the state and federal courts sitting in Harris County, Texas shall have proper and exclusive jurisdiction and venue for any proceedings arising from or relating to this Agreement.
10. Any notice hereunder shall be in writing and shall be deemed given if personally delivered, or mailed registered mail, return receipt requested, or sent by fax or e-mail, to the addresses of the parties set forth after their respective signatures below.
11. Notwithstanding the termination of this Agreement, the provisions of this Agreement that by their nature are intended to survive, including, but not limited to, indemnity, confidentiality and payment, shall survive the termination of this Agreement.
12. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

The undersigned represent and warrant they have knowledge of the matters set out in this Agreement and have authority to, and do execute this Agreement on behalf of their respective Companies as of the Effective Date.

Modern Alloys: _____
(Print Client Name Above)

Client's Signature: _____
Print Name of Above Signatory: Ronald Grey

Client's Notice Address: (Print Client's Full Address Below)
11172 Western Ave
Stanton, Ca. 90680-2911

Print Name of Client's Representative: Ronald Grey
Print Client's Fax #: 714-895-9924
Print Client's E-mail: ron@modernalloys.com
Print Client's Phone #: 714-893-0551

MODE OF PAYMENT
Client must Complete "Client Payee Profile" Document

AssetNation, Inc.:

AssetNation, Inc.'s Signature: Tim Byrne
Print Name of Above Signatory: Tim Byrne

AssetNation, Inc.'s Notice Address:
4000 Pine Lake Road
Lincoln, NE 68516

Print Name of Sales Person: Tim Byrne
Print Sales Person's Fax #: 951-940-1884
Print Sales Person's E-mail: tbyrne@rbauction.com
Print Sales Person's Phone #: 951-217-1595

With a copy to Legal Affairs:
Fax: 778-331-4629 E-mail: legal@ritchiebros.com

EQUIPMENT ONE

AssetNation, Inc.
1001 McKinney, Suite 1700
Houston, TX 77002
Tel: 855-723-7781

Schedule "A" to EquipmentOne Asset Disposition Services Agreement

Client's Name: Modern Alloys

Sale Location: EquipmentOne

Item #	Item Description – Year, Make, Model, Serial Number/VIN, Description	Lien on Item (Y/N)?	Min Acceptable Price?
	See Attached		

Client Signature: _____

Print Name: Ronald Grey

Date: _____

Ritchie Bros. Signature: Tim Byrne

Print Name: Tim Byrne

Date: 6/12/15

Page ____ of ____

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MODERN ALLOYS

24 328
2000 FORD F650 XL SUPER DUTY S/A W/DP HBM528 GUARD RAIL POST DRIVER TRUCK
s/n 3FDNF656XYMA04775
C/W: 7.3 litre, V8 diesel, 6 spd, spring susp, 8500 lb frt, 17500 lb rears, DP hammer, s/n PCF8070221, John Deere 4045DF150B, 4.5 litre, 4 cyl diesel, 80 hp, 10 ft mast, 180 degree rotating carriage
Miles: 47,123
Tires/ U/C: 70% 1@ 20%
Condition: Good
Owner To: transport to salesite

25 329
2004 INTERNATIONAL 9200I T/A W/GRT UTILICORP GUARD RAIL POST DRIVER TRUCK
s/n 2HSCEASR54C014675
C/W: Caterpillar C15 14.5 litre, Meritor Autoshift, A/R susp, 12000 lb frt, 40000 lb rears, GRT Utilicorp hammer, 4 cyl diesel, 14 ft mast, canopy, alum wheels, Auto Crane 2003 2000 lb crane w/3 sec 10 ft boom
Tires/ U/C: 40%
Condition: Fair
Owner To: transport to salesite, make truck fully operational

26 332
2008 KENWORTH T800 T/A W/GRT UTILICORP GUARD RAIL POST DRIVER TRUCK
s/n 1XKDDU8X68J216556
C/W: Caterpillar C13 Acert, 430 hp, eng brake, Eaton Fuller FRO16210C 10 spd, 8 bag A/R susp, 12000 lb frt, DSP41 40000 lb rears, Custombuilt hammer, 4 cyl diesel, 15 ft mast, canopy, 180 degree rotating carriage, 300 gallon water tank, alum wheels
Tires/ U/C: 90
Condition: Good
Owner To: transport to salesite, make fully operational

27 326
2000 STERLING LT7500 T/A W/GRT UTILICORP GUARD RAIL POST DRIVER TRUCK
s/n 2FZNAJCB4YAB17320
C/W: Caterpillar 3126, 224 hp, Eaton Fuller 8LL, spring over beam susp, 12000 lb frt, 40000 lb rears, 2003 GRT Utilicorp H055PD hammer, s/n 1202309, John Deere 4 cyl diesel, 15 ft mast, canopy, 180 degree rotating carriage, 300 gallon water tank, Chelsea PTO
Hours: 80,395
Tires/ U/C: 50
Condition: Good
Owner To: transport to salesite

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1925 Century Park East, Suite 650
Los Angeles, California 90067

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 06/04/2015, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:
On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 06/26/2015, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Overnight Delivery: Hon. Catherine Bauer, U.S. Bankruptcy Court, Ctrm. 5D/Suite 5165. 411 West Fourth Street, Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

06/26/2015	Laura J. Meltzer	/S/ Laura J. Meltzer
Date	*Printed Name*	*Signature*

JOINT ADMINISTRATION NEF 6.4.15

Paul S Arrow parrow@buchalter.com, ifs_filing@buchalter.com;salarcon@buchalter.com
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Michael H Weiss mw@weissandspees.com, lm@weissandspees.com